SERFF Tracking Number: CRUM-125797778 State: Arkansas
First Filing Company: Crum & Forster Indemnity Company, ... State Tracking Number: EFT \$50

Company Tracking Number: TRANSPORTATION

TOI: 35.0 Interline Filings Sub-TOI: 35.0002 Commercial Interline Filings

Product Name: Transportation

Project Name/Number: TRANS08/08TRANS

## Filing at a Glance

Companies: Crum & Forster Indemnity Company, The North River Insurance Company, United States Fire Insurance

Company

Product Name: Transportation SERFF Tr Num: CRUM-125797778 State: Arkansas

TOI: 35.0 Interline Filings SERFF Status: Closed State Tr Num: EFT \$50

Sub-TOI: 35.0002 Commercial Interline Filings Co Tr Num: TRANSPORTATION State Status: Fees verified and

received

Filing Type: Form Co Status: Reviewer(s): Betty Montesi,

Llyweyia Rawlins, Brittany Yielding

Disposition Date: 09/03/2008

Authors: Roger Bennett, Debbie

Deluccia, Howard DeBare, George

French

Date Submitted: 08/29/2008 Disposition Status: Approved

Effective Date Requested (New): 10/01/2008 Effective Date (New): 10/01/2008

Effective Date Requested (Renewal): 10/01/2008 Effective Date (Renewal):

10/01/2008

State Filing Description:

### **General Information**

Project Name: TRANS08 Status of Filing in Domicile: Pending

Project Number: 08TRANS Domicile Status Comments: This new country

wide filing is pendiing with the domicile states of

NJ and DE.

Reference Organization: N/A Reference Number: N/A

Reference Title: N/A Advisory Org. Circular: N/A

Filing Status Changed: 09/03/2008

State Status Changed: 09/02/2008 Deemer Date:

Corresponding Filing Tracking Number: N/A

Filing Description:

This is the initial form filing for our new program the Transportation Motor Carrier Non-Passenger Commericl Auto

Program. This is for commercila Auto and CMP.

SERFF Tracking Number: CRUM-125797778 State: Arkansas
First Filing Company: Crum & Forster Indemnity Company, ... State Tracking Number: EFT \$50

Company Tracking Number: TRANSPORTATION

TOI: 35.0 Interline Filings Sub-TOI: 35.0002 Commercial Interline Filings

Product Name: Transportation

Project Name/Number: TRANS08/08TRANS

## **Company and Contact**

**Filing Contact Information** 

Roger W. Bennett, Regulatory Compliance roger\_bennett@cfins.com

Specialist

305 MADISON AVENUE (973) 490-6809 [Phone] MORRISTOWN, NJ 07962 (973) 490-6062[FAX]

**Filing Company Information** 

Crum & Forster Indemnity Company CoCode: 31348 State of Domicile: Delaware

305 Madison Avenue Group Code: 158 Company Type:

Morristown, NJ 07960 Group Name: State ID Number:

(973) 490-6476 ext. [Phone] FEIN Number: 22-2868548

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The North River Insurance Company CoCode: 21105 State of Domicile: New Jersey

305 Madison Avenue Group Code: 158 Company Type:
Morristown, NJ 07960 Group Name: State ID Number:

(973) 490-6476 ext. [Phone] FEIN Number: 22-1964135

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United States Fire Insurance Company CoCode: 21113 State of Domicile: Delaware

305 MADISON AVENUE Group Code: 158 Company Type: MORRISTOWN, NJ 07962 Group Name: State ID Number:

(973) 490-6476 ext. [Phone] FEIN Number: 13-5459190

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# **Filing Fees**

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No

Fee Explanation: Set Fee for forms

Per Company: No

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

Crum & Forster Indemnity Company \$0.00 08/29/2008
The North River Insurance Company \$0.00 08/29/2008

Company Tracking Number: TRANSPORTATION

TOI: 35.0 Interline Filings Sub-TOI: 35.0002 Commercial Interline Filings

Product Name: Transportation

Project Name/Number: TRANS08/08TRANS

United States Fire Insurance Company \$50.00 08/29/2008 22219020

Company Tracking Number: TRANSPORTATION

TOI: 35.0 Interline Filings Sub-TOI: 35.0002 Commercial Interline Filings

Product Name: Transportation

Project Name/Number: TRANS08/08TRANS

# **Correspondence Summary**

### **Dispositions**

| Status   | Created By       | Created On | Date Submitted |
|----------|------------------|------------|----------------|
| Approved | Llyweyia Rawlins | 09/03/2008 | 09/03/2008     |

SERFF Tracking Number: CRUM-125797778 State: Arkansas
First Filing Company: Crum & Forster Indemnity Company, ... State Tracking Number: EFT \$50

Company Tracking Number: TRANSPORTATION

TOI: 35.0 Interline Filings Sub-TOI: 35.0002 Commercial Interline Filings

Product Name: Transportation

Project Name/Number: TRANS08/08TRANS

### **Disposition**

Disposition Date: 09/03/2008 Effective Date (New): 10/01/2008 Effective Date (Renewal): 10/01/2008

Status: Approved

Comment:

Rate data does NOT apply to filing.

**Overall Rate Information for Multiple Company Filings** 

Overall Percentage Rate Indicated For This Filing 0.000%

Overall Percentage Rate Impact For This Filing 0.000%

Effect of Rate Filing-Written Premium Change For This Program \$0

Effect of Rate Filing - Number of Policyholders Affected 0

Company Tracking Number: TRANSPORTATION

TOI: 35.0 Interline Filings Sub-TOI: 35.0002 Commercial Interline Filings

Product Name: Transportation

Project Name/Number: TRANS08/08TRANS

| Item Type           | Item Name   | Item Status                         | <b>Public Access</b> |
|---------------------|---|-------------------------------------|----------------------|
| Supporting Document | Uniform Transmittal Document-Property & Casualty                        | <sup>R</sup> Approved               | Yes                  |
| Form                | Physical Damage Coverage - Extension of Coverage                        | Approved                            | Yes                  |
| Form                | Physical Damage Coverage - Downtime                                     | Approved                            | Yes                  |
| Form                | Truckers Insurance for Non-Trucking Use - Unladen Liability             | Approved                            | Yes                  |
| Form                | Single Deductible   | Approved                            | Yes                  |
| Form                | Transportation Broker of Freight Forwarder Operations Limited Liability | Approved                            | Yes                  |
| Rate                | Transportation Program - Auto   | Accepted for Informational Purposes | Yes                  |
| Rate                | Transportation Program - CMP  | Accepted for                        | Yes                  |
|                     |   | Informational Purposes              | •                    |

Company Tracking Number: TRANSPORTATION

TOI: 35.0 Interline Filings Sub-TOI: 35.0002 Commercial Interline Filings

Product Name: Transportation

Project Name/Number: TRANS08/08TRANS

# **Form Schedule**

| Review<br>Status | Form Name   | Form #                 | Edition<br>Date | Form Type Action                                 | Action Specific Data | Readability | Attachment                    |
|------------------|---|------------------------|-----------------|--|----------------------|-------------|-------------------------------|
| Approved         | Physical Damage<br>Coverage -<br>Extension of<br>Coverage               | FS<br>114.0.133<br>3   | 07 08           | Endorseme New<br>nt/Amendm<br>ent/Conditi<br>ons |                      | 0.00        | FS<br>114.0.1333<br>07 08.pdf |
| Approved         | Physical Damage<br>Coverage -<br>Downtime                               | eFS<br>114.0.133<br>4  | 07 08<br>3      | Endorseme New nt/Amendm ent/Conditi ons          |                      | 0.00        | FS<br>114.0.1334<br>0708.pdf  |
| Approved         | Truckers Insurance for Non-Trucking Use - Unladen Liability             | FS<br>114.0.133<br>5   | 07 08<br>3      | Endorseme New<br>nt/Amendm<br>ent/Conditi<br>ons |                      | 0.00        | FS<br>114.0.1335<br>07 08.pdf |
| Approved         | Single Deductible   | e FM<br>114.0.133<br>6 | 07 08<br>3      | Endorseme New<br>nt/Amendm<br>ent/Conditi<br>ons |                      | 0.00        | FM<br>114.0.1336<br>07 08.pdf |
| Approved         | Transportation Broker of Freight Forwarder Operations Limited Liability | FM<br>114.0.133<br>7   | 07 08<br>3      | Endorseme New<br>nt/Amendm<br>ent/Conditi<br>ons |                      | 0.00        | FM<br>114.0.1337<br>07 08.pdf |

# PHYSICAL DAMAGE COVERAGE – EXTENSION OF COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM TRUCKERS COVERAGE FORM MOTOR CARRIER COVERAGE FORM

Paragraph A. **Coverage** of the **PHYSICAL DAMAGE COVERAGE** Section is amended by adding the coverage extensions described below:

If this policy provides Physical Damage Coverage for a covered "auto", and a covered "loss" occurs to the covered "auto", the coverage extensions described in paragraphs 1. through 6. below apply:

### 1. Miscellaneous Equipment

Subject to Paragraph C. **Limit of Insurance**, we will pay up to \$2,500 any one occurrence for "loss" to hand trucks, dollies, pallets, pads, covers, tarpaulins, chains, binders or any similar equipment used on or with the covered "auto" in the shipping or handling of property being transported.

If the equipment is being used on a "trailer" at the time of "loss", the truck or truck tractor operating with the "trailer" must have physical damage coverage in order for this coverage to apply.

In the event of other insurance with us for the same coverage, this policy will be primary and the other policy will be excess.

### 2. Electronic Equipment

Subject to Paragraph C. **Limit of Insurance**, we will pay up to \$5,000 any one occurrence for "loss" to electronic equipment including satellite communication equipment, antennas, tapes, records, discs or other similar devices used with the electronic equipment and other accessories used for audio, visual or data purposes. At the time of "loss", the equipment must be in or on the covered "auto".

We will not pay for the following: equipment used to operate the covered "auto"; radar detection devices; actual data, facts, concepts or instructions converted to a form for use with the electronic equipment nor the cost to reproduce the information.

This insurance will not apply to theft coverage if, at the time of "loss", the covered "auto" is unattended, unless the "loss" is the result of forced entry into the covered "auto" while all doors, windows or other openings are closed and locked and there is evidence of forced entry.

In the event of other insurance with us for the same coverage, this policy will be excess over any other collectable insurance.

FS 114.0.1333 07 08 Page 1 of 4

### 3. Personal Property/Effects

Subject to Paragraph C. **Limit of Insurance**, we will pay up to \$5,000 any one occurrence for "loss" to personal property or effects of the "insured". At the time of "loss", the property must be in or on the covered "auto".

This insurance will not apply to theft coverage if, at the time of "loss", the covered "auto" is unattended, unless the "loss" is the result of forced entry into the covered "auto" while all doors, windows or other openings are closed and locked and there is evidence of forced entry.

Under this extension, we will not pay for "loss" to the following: accounts, bills, currency, deeds, evidences of debt, money, notes or securities; electronic equipment or tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment; jewelry, watches, necklaces, bracelets, gems, gold, platinum, silver, furs; animals, birds, or fish or any motorized vehicle.

In the event of other insurance for the same coverage, this policy coverage will be excess over any other collectable insurance.

### 4. Rental Reimbursement

We will pay for rental reimbursement expenses for a truck or truck tractor of up to \$150 each day or \$750 each week subject to a maximum of \$5,000 any one occurrence, which are incurred by you for the rental of a replacement "auto". Coverage will begin on the seventh day after the "loss" has been reported to us and will terminate, regardless of the expiration date of the policy, when the first of the following occurs:

- a. The covered "auto" has been replaced:
- b. The covered "auto" has been repaired;
- c. The need for the replacement "auto" no longer exists; or
- d. If the covered "auto" is a total loss, the claim has been settled and payment has been issued by us.

### 5. Towing Coverage

If "loss" to a covered "auto" from a covered cause of "loss" occurs and the "loss" requires the covered "auto" be towed or hauled from the site of the "loss" to a repair or salvage facility, we will also pay the actual cost to tow or haul the covered "auto" to a repair or salvage facility agreed upon by you and us.

### 1. Pet Coverage

If "your pet" sustains injury or death as a result of a collision involving a covered "auto", we will pay up to \$500 for:

- a. reasonable and customary costs incurred by you for veterinary fees arising from such collision, or
- b. "your pet's" replacement cost, if "your pet" dies in the accident

FS 114.0.1333 07 08 Page 2 of 4

Pet injury Coverage applies only if "your pet" is inside the covered "auto" at the time of the collision.

The most we will pay for all damages under Pet Coverage with respect to one accident is a total of \$500 regardless of the number of dogs or cats that are injured or die in that accident. The following provisions apply:

- a. If "your pet" is injured as a result of a covered accident, we will pay for all necessary medications and procedures prescribed by "your pet's" veterinarian for treatment of such covered injury.
- b. If "your pet" dies in a covered accident, we will pay "your pet's replacement cost" whether "your pet" is actually replaced or not.

The following Coverage Extension also applies to Paragraph A. **Coverage** of the **PHYSICAL DAMAGE COVERAGE** Section:

### 7. Physical Damage For Temporary Substitute Autos

If this policy provides Physical Damage Coverage on an owned truck or truck tractor and that truck or truck tractor is out of service because of its:

- a. Breakdown;
- b. Repair;
- c. Servicing;
- d. Loss; or
- e. Destruction.

A covered "auto" for that Physical Damage Coverage shall include a truck or truck tractor you do not own while used with the permission of its owner as a temporary substitute for that covered truck or truck tractor.

A covered "loss" to a temporary substitute truck or truck tractor will be adjusted in accordance with the provisions of Paragraph C. **Limit of Insurance**.

This coverage extension will end when the first of the following occurs:

- (1) When the owned covered "auto" has either been repaired or replaced;
- (2) If the covered "auto" you own is a total "loss", when the claim has been settled and payment has been made by us;
- (3) 30 days from the date you take possession of the temporary substitute "auto"; or
- (4) The date the policy is cancelled or expires.

### **Endorsement Exclusions**

- 1. We will not pay for "loss" under any of these coverage extensions arising out of any dishonest or illegal act, alone or in collusion with others by you, others in your employ or service or any person or persons to whom the property may be entrusted.
- 2. Extension 6. Pet Coverage will not apply if loss to the vehicle carrying "your pet" is excluded under your policy.

FS 114.0.1333 07 08 Page 3 of 4

### **Endorsement Deductible Provisions**

Coverage Extensions 1., 2., and 3. provided by this endorsement are subject to an aggregate deductible amount of \$250 any one occurrence, after all other adjustments, including application of the limits, have been made. This deductible shall apply separately from any other physical damage deductible and is not reduced or waived by the application of any Combined Deductible or Single Deductible or any other deductible provision.

Coverage Extensions 4. and 5. provided by this endorsement are not subject to a separate deductible.

Coverage Extension 6. Pet Coverage is not subject to a deductible.

A temporary substitute "auto" under Coverage Extension 7. of this endorsement is subject to the same physical damage deductible that applies to the covered owned "auto" that is temporarily out of service.

### **Endorsement Definitions**

The following definitions apply to Extension 6. Pet Coverage:

- 1. "Your pet" means any dog or cat owned by you.
- 2. "Your pet's replacement cost" means the cost to replace the deceased dog or cat with one of like kind and quality. It does not include any amounts for veterinary bills, training, or any other amounts other than the cost to replace the pet itself.

FS 114.0.1333 07 08 Page 4 of 4

### PHYSICAL DAMAGE COVERAGE – DOWNTIME

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM TRUCKERS COVERAGE FORM MOTOR CARRIER COVERAGE FORM

Paragraph A. **Coverage** of the **PHYSICAL DAMAGE COVERAGE** Section is amended by adding the following:

If this policy provides Physical Damage Coverage on a truck or truck tractor, and a covered "loss" occurs to that "auto", the coverage extension described in paragraph 1 below applies:

### **Downtime**

Subject to Paragraph C. **Limit of Insurance**, we will pay for "downtime" of the covered "auto" in an amount up to a maximum of \$150 each day and a maximum of \$5,000 for each "loss" subject to the following:

"Downtime" coverage does not begin until at least six (6) days after the "loss" occurs.

"Downtime" coverage begins when:

- 1. The "auto" is placed in a repair facility to make needed repairs for the "loss"; or
- 2. We have declared the "auto" to be a total loss,

whichever occurs first, and at least (six) 6 days have elapsed since the date the "loss" occurred.

"Downtime" coverage will cease:

- 1. When the covered repairs are completed by the repair facility and they determine that the vehicle is roadworthy; or
- 2. If the "auto" is a total "loss", the claim for physical damage coverage has been settled and payment has been issued by us.

If repairs have been completed and you dispute the quality of work done by the facility, then "downtime" coverage will resume immediately after we agree to pay for certain additional repairs by the repair facility.

Loss Determination: Your "Downtime" payment is an amount that will compensate you for your anticipated net loss of income arising out of your loss of use of the covered "auto" during the covered period of "downtime". It includes continuing normal operating expenses you incur. Any net income you earn from the use of a temporary replacement for the covered "auto" will be deducted from your "downtime" payment.

FS 114.0.1334 07 08 Page 1 of 2

### **Endorsement Exclusion**

We will not pay for a "Downtime" "loss" arising out of any dishonest or illegal act, alone or in collusion with another by you, others in your employ or service or any person or persons to whom the property may be entrusted.

### **Endorsement Definition**

"Downtime" means the time period a covered "auto" is out of service for repairs and in a repair facility, or the time period after the "auto" has been declared by us to be a total "loss" and before we have settled and paid for the "loss".

FS 114.0.1334 07 08 Page 2 of 2

# TRUCKERS INSURANCE FOR NON-TRUCKING USE - UNLADEN LIABILITY

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM** 

Description of covered "auto":

As shown in the Declarations or Vehicle Schedule

Schedule of Additional Insureds:

Liability Coverage, Uninsured Motorist Coverage, Underinsured Motorist Coverage, Personal Injury Protection Coverage Property Protection Insurance Coverage or any other Liability Coverage provided by this policy, for a covered "auto" described in this policy, is changed as follows:

1. The following exclusion is added:

This insurance coverage does not apply to a covered "auto" used in the business of anyone to whom the auto is rented, leased or loaned. This exclusion does not apply to a covered "auto" that:

- a. Does not contain or is not carrying property of others; or
- b. Is attached to a "trailer" that does not contain or is not carrying property of others.
- 2. WHO IS AN INSURED does not include anyone engaged in the business of transporting property by "auto" for hire who is liable for your conduct. For Liability Coverage provided under Section II of the Business Auto Coverage Form, this does not apply to the person or organization listed in the Schedule of Additional Insureds included in this endorsement

FS 114.0.1335 07 08 Page 1 of 1

### SINGLE DEDUCTIBLE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
TRUCKERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
MOTOR TRUCK CARGO COVERAGE FORM

The applicable Physical Damage Coverage, Trailer Interchange Coverage or Motor Truck Cargo Coverage Limits of Insurance and Deductible and/or Deductible provisions are qualified as follows:

In any one accident, where more than one deductible is applicable, the amount we pay for covered "loss" will be reduced by the application of only one deductible. To determine the amount of this deductible for "loss", one of the following circumstances must apply:

- 1. If one or more covered "auto's" are involved in the accident and "loss" results to any or all vehicles but no "loss" to the cargo carried, the highest deductible of the damaged vehicles will apply to the entire "loss"; or
- 2. If one or more covered "auto's" are involved in the accident and "loss" results to any or all vehicles and to the cargo carried, the higher of the following will apply to the entire loss:
  - a. the highest deductible of the damaged vehicles; or
  - b. the applicable cargo deductible

### CONDITIONS

- 1. The deductibles to be considered are those found in the applicable Coverage Form or on the Declarations or Vehicles Schedule.
- 2. Deductibles not eligible for single deductible consideration are those in which the Coverage Form or a policy endorsement specifically excludes them from consideration.
- 3. In determining the highest deductible, the only deductibles to be considered for the "loss" are those set forth in coverage forms written by "us".

FM 114.0.1336 07 08 Page 1 of 1

# TRANSPORTATION BROKER OR FREIGHT FORWARDER OPERATIONS LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

TRUCKERS COVERAGE FORM MOTOR CARRIER COVERAGE FORM

Description of covered "auto":

As shown in the Declarations or Vehicle Schedule

Liability Coverage provided by this policy, for a covered "auto" described in this policy, is changed as follows:

The following exclusions are added:

This insurance coverage does not apply to:

- 1. A covered "auto" whose use or operation has been arranged or procured by or through any of your "transportation broker" or "freight forwarder" operations; or
- 2. Any liability arising out of your "transportation broker" or "freight forwarder" operations.

The following definitions apply:

"Transportation broker" means a "broker" as defined in 49 U.S.C.A. 13012 (2) except the language "other than a motor carrier or an employee or agent of a motor carrier" is excluded from the definition.

"Freight forwarder" means a "freight forwarder" as defined in 49 U.S.C.A. 13012 (8).

| Signature   | Date | - |
|---|------|---|
| Your signature is required if this endorsement is added after the initial issuance of the policy and indicates you acknowledge and accept the provisions of this endorsement. |      |   |

FM 114.0.1337 07 08 Page 1 of 1

Company Tracking Number: TRANSPORTATION

TOI: 35.0 Interline Filings Sub-TOI: 35.0002 Commercial Interline Filings

Product Name: Transportation

Project Name/Number: TRANS08/08TRANS

# **Rate Information**

Rate data does NOT apply to filing.

Company Tracking Number: TRANSPORTATION

TOI: 35.0 Interline Filings Sub-TOI: 35.0002 Commercial Interline Filings

Product Name: Transportation

Project Name/Number: TRANS08/08TRANS

# Rate/Rule Schedule

| Review Status: Exhibit Name:              |                                  | Rule # or Page Rate Action #: |     | Previous State Filing Attachments Number:  |  |
|---|----------------------------------|-------------------------------|-----|--|--|
| Accepted for<br>Informational<br>Purposes | Transportation<br>Program - Auto | Additional Rule<br>#72        | New | Transportation Division Auto Rules.pdf     |  |
| Accepted for Informational Purposes       | Transportation Program - CMP     | Addtional Rule<br>#100        | New | Transportation Division Rule Pages CMP.pdf |  |

### COMMERCIAL LINES MANUAL DIVISION ONE COMMERCIAL AUTOMOBILE EXCEPTION PAGES

### **EXCEPTIONS TO DIVISION 1 GENERAL RULES**

### 12. FORMS PORTFOLIO REFERENCE

The following are added to the current exception to **Rule 12 D**. The following forms are also available:

| FS 114.0.1333 | 07 08 | Physical Damage Coverage – Extension of Coverage                        |
|---------------|-------|---|
| FS 114.0.1334 | 07 08 | Physical Damage Coverage – Downtime                                     |
| FS 114.0.1335 | 07 08 | Truckers Insurance for Non-Trucking Use – Unladen Liability             |
| FM 114.0.1336 | 07 08 | Single Deductible   |
| FM 114.0.1337 | 07 08 | Transportation Broker of Freight Forwarder Operations Limited Liability |

### **ADDITIONS TO DIVISION 1 GENERAL RULES**

### 72. TRANSPORTATION PROGRAM

**A.** Eligibility: This program is for smaller Motor Carriers with no passengers. It will initially concentrate on truckers with less than 10 power units and will focus on retail, independent agency producers who specialize in writing truck business.

### B. Forms:

- 1. Mandatory
  - a. FS 114.0.1333 -- Physical Damage Coverage Extension of Coverage
    - (1) Eligibility. This endorsement is provided to all Transportation motor carrier non-passenger program insureds that purchase Physical Damage Coverage.
    - (2) Description. This endorsement provides additional miscellaneous coverage extensions.
    - (3) Rating. There is no premium charge associated with this endorsement.
  - **b.** FM 114.0.1336 -- Single Deductible
    - (1) Eligibility. This endorsement is provided to all Transportation motor carrier non-passenger program insureds who purchase Physical Damage and/or cargo coverage.
    - (2) Description. In the event of loss or damage to multiple covered autos and/or cargo or trailers, we will only apply one deductible to the loss. The applied deductible will be the largest deductible that would otherwise apply.
    - (3) Rating. There is no premium charge associated with this endorsement.

### 2. Optional

- a. FS 114.0.1334 -- Physical Damage Coverage Downtime
  - (1) Eligibility. This is an optional coverage endorsement available to any Transportation Program insured.
  - (2) Description. This endorsement provides coverage for the loss of net income while a covered auto is out of service for repairs.

# COMMERCIAL LINES MANUAL DIVISION ONE COMMERCIAL AUTOMOBILE EXCEPTION PAGES

- (3) Rating. There is a flat \$150 premium charge. This charge is not subject to modification under any rating plan.
- b. FS 114.0.1335 Truckers Insurance for Non-Trucking Use Unladen Liability
  - (1) Eligibility. This is an optional coverage endorsement available to any Transportation Program insured.
  - (2) Description. This endorsement expands the ISO's bobtail non trucking coverage to include coverage while the insured is pulling an empty trailer and not under dispatch.
  - (3) Rating. Premium for liability coverage when using this endorsement is based on the bobtail/non-trucking use rate multiplied by a factor of 1.75 to reflect the additional exposure not contemplated using the bobtail endorsement.

The provisions of the endorsement do not impact Physical Damage, Medical Payments, No Fault or Uninsured/Underinsured Motorist coverage. Because of this, standard rating, based on classification, will apply to these coverages.

- c. FM 114.0.1337 Transportation Broker of Freight Forwarder Operations Limited Liability
  - (1) Eligibility. This is an optional coverage endorsement available to any Transportation Program insured.
  - (2) Description. This endorsement provides notice to the insured that the premium charged does not include exposure to the described operations.
  - (3) Rating. There is no premium charge associated with this endorsement.

### 3. Additional Forms

**a.** Forms filed by the Company and approved for the Automobile Line of business (including Business Auto, Truckers, Motor Carrier and Garage), may be included on any Transportation Program policy, unless specifically excepted.

### C. Additional Rules

 Rules filed by the Company and approved for the Automobile Line of business (including Business Auto, Truckers, Motor Carrier and Garage), may be applied to any Transportation Program policy, unless specifically excepted.

# COMMERCIAL LINES MANUAL DIVISION ONE COMMERCIAL AUTOMOBILE EXCEPTION PAGES

### **RATING PLANS**

### 1. EXPERIENCE AND SCHEDULE RATING PLAN

Replace ISO Rule 8 of the Auto Physical Damage and Auto Liability Schedule Rating Plans with the following for Transportation Program Insureds with 1 to 9 Power Units:

### Schedule Rating Plan—Transportation Program Insureds with 1 to 9 Power Units

1. Eligibility. This plan may be applied to Motor Carrier policies covering 1 to 9 power units which develop an applied to motor Carrier policies covering 1 to 9 power units

which develop an annual premium of \$500 or more before application of the

Plan.

2. Rating Procedure. The following modification shall be applied to recognize such special

characteristics of the risk as are not already fully reflected in the manual rates. These modifications contemplate the standard allowance for expenses. If the expenses are less than standard, such modification, if a credit, shall be increased, or if a debit shall be decreased, by the amount of reduction in expenses. The total credits or debits under the following table may not exceed

25%.

| TRANSPORTATION PROGRAM INSUREDS WITH 1 TO 9 POWER UNITS   |  |     |  |  |  |  |
|---|--|-----|--|--|--|--|
| Risk Characteristics  | Range of Mo<br>Liability and Phys<br>Credits |     |  |  |  |  |
| <ol> <li>Drivers/Service Personnel<br/>Selection, training, supervision, age, experience, basis of<br/>remuneration, turnover, driving record.</li> </ol> | 25%  | 25% |  |  |  |  |
| 2. Management Cooperation with Insurance company, financial position, experience of management level personnel.   | 10%  | 10% |  |  |  |  |
| 3. Equipment  Type, condition, servicing, age, repair facilities, safety equipment.   | 5%   | 5%  |  |  |  |  |
| 4. Safety Program<br>Meetings. safety literature, award and penalty system,<br>review of accidents with drivers, safety director.                         | 10%  | 10% |  |  |  |  |

### **CRUM & FORSTER**

### COMMERCIAL LINES MANUAL DIVISION NINE - MULTIPLE LINE COMMERCIAL PACKAGE POLICY EXCEPTION PAGES

### **ADDITIONS TO DIVISION 9 GENERAL RULES**

### **100.TRANSPORTATION PROGRAM**

The Transportation Program Package Policy follows the Commercial Package Policy rules in Division Nine-Multiple Line, Commercial Package Policy Subdivision of the Commercial Lines Manual filed by Insurance Services Offices, Inc. except as contained herein.

- **A.** Eligibility. This program is for smaller Motor Carriers with no passengers. It will initially concentrate on truckers with less than 10 power units and will focus on retail, independent agency producers who specialize in writing truck business.
- **B.** Forms. Forms filed by the Company and approved for any monoline coverage may be included on any Transportation Program package policy, unless specifically excepted.
- **C.** Rules Rules filed by the Company and approved for any monoline coverage may be applied to any Transportation Program package policy, unless specifically excepted.

SERFF Tracking Number: CRUM-125797778 State: Arkansas
First Filing Company: Crum & Forster Indemnity Company, ... State Tracking Number: EFT \$50

Company Tracking Number: TRANSPORTATION

TOI: 35.0 Interline Filings Sub-TOI: 35.0002 Commercial Interline Filings

Product Name: Transportation

Project Name/Number: TRANS08/08TRANS

# **Supporting Document Schedules**

**Review Status:** 

Satisfied -Name: Uniform Transmittal Document- Approved 09/03/2008

Property & Casualty

Comments:

Attached

Attachment:

AR Trans - Trans 08 2.pdf

# **Property & Casualty Transmittal Document**

| 1. | Reserved for Insurance |
|----|------------------------|
|    | <b>Dept. Use Only</b>  |

| 2. Insurance Department Use of        | only |
|---------------------------------------|------|
| a. Date the filing is received:       |      |
| b. Analyst:                           |      |
| c. Disposition:                       |      |
| d. Date of disposition of the filing: |      |
| e. Effective date of filing:          |      |
| New Business                          |      |
| Renewal Business                      |      |
| f. State Filing #:                    |      |
| g. SERFF Filing #:                    |      |
| h. Subject Codes                      |      |

| Fa | airfax Financial                 |          |        | Group NAIC # | 0158    |
|----|----------------------------------|----------|--------|--------------|---------|
| 4. | Company Name(s)                  | Domicile | NAIC # | FEIN#        | State # |
|    | United States Fire Insurance Co. | DE       | 21113  |              |         |
|    | The North River Insurance Co.    | NJ       | 21105  |              |         |
|    | Crum & Forster Indemnity Co      | DE       | 31348  |              |         |
|    |                                  |          |        |              |         |
|    |                                  |          |        |              |         |
|    |                                  |          |        |              |         |
|    |                                  |          |        |              |         |

# 5. Company Tracking Number

**TRANSPORTATION** 

Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

| 6. | Name and address                         | Title          | Telephone #s | FAX#         | e-mail            |
|----|--|----------------|--------------|--------------|-------------------|
|    | Roger W. Bennett                         | Reg.           | 973-490-6809 | 973-490-6062 | Roger-            |
|    | Crum & Forster Insurance                 | Compliance     |              |              | bennett@cfins,com |
|    | 305 Madison Ave.<br>Morristown, NJ 07962 |                |              |              |                   |
| 7. | Signature of authorized filer            |                |              |              |                   |
| 8. | Please print name of authoriz            | Roger W. Benne | ett          |              |                   |

Filing information (see General Instructions for descriptions of these fields)

| 9.  | Type of Insurance (TOI)                      | Commercial Property & Casualty                             |  |  |  |  |  |
|-----|--|--|--|--|--|--|--|
| 10. | Sub-Type of Insurance (Sub-TOI)              | Interline for Commercial AUTO AND CMP                      |  |  |  |  |  |
| 11. | State Specific Product code(s)(if            | N/A  |  |  |  |  |  |
|     | applicable)[See State Specific Requirements] |  |  |  |  |  |  |
| 12. | Company Program Title (Marketing title)      | Commercial AUTO AND CMP                                    |  |  |  |  |  |
| 13. | Filing Type                                  | [ ] Rate/Loss Cost [ ] Rules [ ] Rates/Rules               |  |  |  |  |  |
|     |  | [X] Forms [ ] Combination Rates/Rules/Forms                |  |  |  |  |  |
|     |  | [] Withdrawal[] Other (give description)                   |  |  |  |  |  |
|     |  |  |  |  |  |  |  |
| 14. | Effective Date(s) Requested                  | New: 10/01//08 Renewal: 10/01/08                           |  |  |  |  |  |
| 15. | Reference Filing?                            | [ ] Yes [X] No   |  |  |  |  |  |
| 16. | Reference Organization (if applicable)       |  |  |  |  |  |  |
| 17. | Reference Organization # & Title             |  |  |  |  |  |  |
| 18. | Company's Date of Filing                     | 08/29/08   |  |  |  |  |  |
| 19. | Status of filing in domicile                 | [ ] Not Filed [ X ] Pending [ ] Authorized [ ] Disapproved |  |  |  |  |  |
|     | -  |  |  |  |  |  |  |

# **Property & Casualty Transmittal Document—**

| 20. | This Filing Transmittal is part of Company Tracking# | TRANSPORTATION |
|-----|--|----------------|

21. Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]

These are new forms for our new program for CMP and commercial Auto.

**22. Filing Fees** (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]

Check #: N/A

Amount: \$ 50. for ETF

Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.

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<sup>\*\*\*</sup>Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)

# FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms) (Do <u>not</u> refer to the body of the filing for the forms listing, unless allowed by state.)

| 1. | This filing transmittal is part of Company Tracking #   | TRANSPORTATION |
|----|---|----------------|
| 2. | This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable) | TRANSPORTATION |

| 3. | Form Name<br>/Description/Synopsis         | Form #<br>Include edition date | Replacement<br>Or<br>withdrawn?                      | If replacement,<br>give form #<br>it replaces | Previous state filing number, if required by state |  |
|----|--|--------------------------------|--|---|--|--|
| 01 | P.D. Coverage<br>Extension of Coverage     | FS 114.0.1333 07 08            | [ X ] New [ ] Replacement [ ] Withdrawn              |   |  |  |
| 02 | Single Deductible                          | FM 114.0.1336 07 08            | [ X ] New [ ] Replacement [ ] Withdrawn              |   |  |  |
| 03 | Transportation Broker or Freight Forwarder | FM 114.0.1337 07 08            | [ <b>X</b> ] New<br>[ ] Replacement<br>[ ] Withdrawn |   |  |  |
| 04 | P.D. Coverage<br>Downtown                  | FS 114.01334 07 08             | [ X ] New [ ] Replacement [ ] Withdrawn              |   |  |  |
| 05 | Truckers Insurance for<br>Non-Trucking Use | FS 114.0.1335 07 08            | [ X ] New [ ] Replacement [ ] Withdrawn              |   |  |  |
| 06 |  |                                | [ ] New [ ] Replacement [ ] Withdrawn                |   |  |  |
| 07 |  |                                | [ New [ ] Replacement [ ] Withdrawn                  |   |  |  |
| 08 |  |                                | [ ] New [ ] Replacement [ ] Withdrawn                |   |  |  |
| 09 |  |                                | [ ] New [ ] Replacement [ ] Withdrawn                |   |  |  |
| 10 |  |                                | []New<br>[]Replacement<br>[]Withdrawn                |   |  |  |

PC FFS-1

# **RATE/RULE FILING SCHEDULE**

(This form must be provided ONLY when making a filing that includes rate-related items such as Rate; Rule; Rate & Rule; Reference; Loss Cost; Loss Cost & Rule or Rate, etc.)

(Do not refer to the body of the filing for the component/exhibit listing, unless allowed by state.)

| 1. This filing transmittal is part of Company Tracking # N/A   |   |                         |             |                    |                                  |       |             |               |      |           |
|--|---|-------------------------|-------------|--------------------|----------------------------------|-------|-------------|---------------|------|-----------|
| 2. This filing corresponds to form filing number (Company tracking number of form filing, if applicable) |   |                         |             |                    |                                  |       |             |               |      |           |
| Rate Increase Rate Decrease X Rate Neutral (0%)  |   |                         |             |                    |                                  |       |             |               |      |           |
| 3.   | Filing I  | Method (Prior           |             |                    |                                  |       |             |               |      |           |
| 4a.  |   |                         |             | te Change b        |                                  | y (As |             |               |      |           |
|  | npany   | Overall %               | Overall     | Written            | # of                             |       | Written     | Maximum       |      | Minimum   |
| N  | ame   | Indicated               | % Rate      | premium            | policyholders                    |       | premium     | %             |      | % Change  |
|  |   | Change                  | Impact      | change<br>for this | affected for this                |       | for this    | Chang         |      | (where    |
|  |   | (when applicable)       |             | program            | program                          |       | program     | (wher require |      | required) |
|  |   | applicable)             |             | program            | prograi                          |       |             | require       | ,u)  |           |
|  |   |                         |             |                    |                                  |       |             |               |      |           |
| 4b.  |   | R                       | ate Change  | by Compar          | ny (As Acc                       | epted | ) For State | Use Onl       | y    |           |
| Con  | npany   | Overall %               | Overall     | Written            | # of                             |       | Written     | Maxim         | um   | Minimum   |
| N  | ame   | Indicated               | % Rate      | premium            | policyholders                    |       | premium     | %             |      | % Change  |
|  |   | Change                  | Impact      | change             | affecte                          |       | for this    | Chang         | ge   |           |
|  |   | (when                   |             | for this           | for this                         |       | program     |               |      |           |
|  |   | applicable)             |             | program            | prograi                          | m     |             |               |      |           |
|  |   |                         |             |                    |                                  |       |             |               |      |           |
|  |   |                         |             |                    |                                  |       |             |               |      |           |
|  |   | 5. Overall l            | Rate Inform | nation (Com        | plete for M                      |       |             |               |      |           |
|  |   |                         |             |                    |                                  | (     | COMPANY     | USE           |      | STATE USE |
| 5a   | applica   |                         |             | •                  |                                  |       | N/A         |               |      |           |
| 5b   |   | l percentage i          |             |                    |                                  |       |             |               |      |           |
| 5с   | Effect this pr                                  | of Rate Filing<br>ogram | – Written p | oremium ch         | ange for                         |       |             |               |      |           |
| 5d   | Effect of Pate Filing – Number of policyholders |                         |             |                    |                                  |       |             |               |      |           |
|  |   |                         | •           |                    |                                  |       |             |               |      |           |
| 6.   |   | l percentage            |             |                    |                                  |       |             |               |      |           |
|  | 7. Effective Date of last rate revision         |                         |             |                    |                                  |       |             |               |      |           |
| 8. Filing Method of Last filing (Prior Approval, File & Use, Flex Band, etc.)                            |   |                         |             |                    |                                  |       |             |               |      |           |
|  | Rule #  | or Page # Su            | bmitted     | Replac             | ement                            |       |             | Prev          | ious | state     |
| 9.   |   |                         |             |                    | vn? fi                           |       |             | iling number, |      |           |
| if required by   |   |                         |             |                    | d by state                       |       |             |               |      |           |
|  | [ ] New   |                         |             |                    |                                  |       |             |               |      |           |
| 01   | 01 [ ] Replacement [ ] Withdrawn                |                         |             |                    |                                  |       |             |               |      |           |
| 22   |   |                         |             | []New              |                                  |       |             |               |      |           |
| 02   |   |                         |             |                    | [ ] Replacement<br>[ ] Withdrawn |       |             |               |      |           |
|  | [] New  |                         |             |                    |                                  |       |             |               |      |           |
| 03   |   |                         |             |                    | acement<br>drawn                 |       |             |               |      |           |